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3763

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Ferguson et al.  
Application No.: 09/892,593 Group No. 3763  
Filed: June 27, 2001 Examiner: Not Yet Assigned  
For: SAFETY SHIELD FOR MEDICAL NEEDLES

Patent No.: Issued:

\*NOTE: Insert name of inventor(s) and title also for patent. Where notification is with respect to a maintenance fee payment, also insert application number and filing date, and add Box M. Fee to address.

Assistant Commissioner for Patents  
Washington, D.C. 20231

NOTIFICATION OF LOSS OF ENTITLEMENT TO SMALL ENTITY STATUS  
(37 C.F.R. § 1.27(g)(2))

NOTE: "Notification of loss of entitlement to small entity status is required when issue and maintenance fees are due. Notification of a loss of entitlement to small entity status must be filed in the application or patent prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity as defined in paragraph (a) of this section is no longer appropriate. The notification that small entity status is no longer appropriate must be signed by a party identified in § 1.33(b). Payment of a fee in other than the small entity amount is not sufficient notification that small entity status is no longer appropriate." 37 C.F.R. § 1.27(g)(2).

Note: From the above portion of 37 C.F.R. § 1.27(g)(2), it is only a change in status "resulting in loss of entitlement to small entity status" that must be filed, and a change from one small entity status to another small entity status requires no notification.

CERTIFICATION UNDER 37 C.F.R. §§ 1.8(a) and 1.10\*  
(When using Express Mail, the Express Mail label number is mandatory;  
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

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37 C.F.R. § 1.8(a)

37 C.F.R. § 1.10

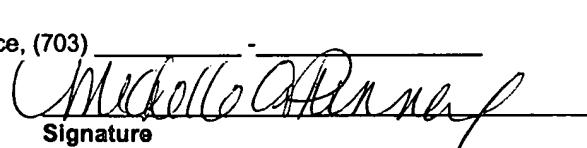
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Date: 2/11/02

  
Signature

Michelle A. Phinney  
(type or print name of person certifying)

\* Only the date of filing (§ 1.6) will be the date used in a patent term adjustment calculation, although the date on any certificate of mailing or transmission under § 1.8 continues to be taken into account in determining timelines. See § 1.703(f). Consider "Express Mail Post Office to Addressee" (§ 1.10) or facsimile transmission (§ 1.6(d)) for the reply to be accorded the earliest possible filing date for patent term adjustment calculations.

Applicant hereby notifies the Patent and Trademark Office that it is no longer entitled to status as a small entity, and that the assertion for small entity status, set forth

(complete a and/or b as applicable)

- a.  by paying the filing fee as a small entity on \_\_\_\_\_ (Date)
- b.  by the papers filed on August 23, 2001 (Date)

NOTE: "The notification that small entity status is no longer appropriate must be signed by a party identified in § 1.33(b)." 37 C.F.R. § 1.27(g)(2).

35 C.F.R. § 1.33(b):

"(b) Amendments and other papers. Amendments and other papers, except for written assertions pursuant to § 1.27(c)(2)(ii) of this part, filed in the application must be signed by:

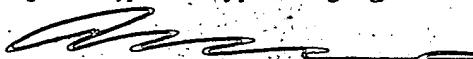
- (1) A registered attorney or agent of record appointed in compliance with § 1.34(b);
- (2) A registered attorney or agent not of record who acts in a representative capacity under the provisions of § 1.34(a);
- (3) An assignee as provided for under § 3.71(b) of this chapter; or
- (4) All of the applicants (§ 1.41(b)) for patent, unless there is an assignee of the entire interest and such assignee has taken action in the application in accordance with § 3.71 of this chapter.

Date:

7/11/02

Mark S. Leonardo

(print or type name of person signing)



Mark S. Leonardo, Esq. (Reg. No. 41,433)

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- Inventor(s)
- Assignee(s) of complete interest
- Person authorized to sign on behalf of assignee
- Practitioner of record under § 34(b)
- Filed under § 34(a)  
Registration No: 41,433



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(complete the following, if applicable)

Tyco Healthcare Group LP

(type name of assignee)

15 Hampshire Street

Address of assignee

Mansfield, MA 02048

Attorney For Applicants

Title of person authorized to sign on behalf of assignee

Assignment recorded in PTO August 27, 2001

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OCTOBER 31, 2001

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BROWN RUDNICK FREED & GESMER  
MARK S. LEONARDO, ESQ.  
ONE FINANCIAL CENTER  
BOSTON, MA 02111



\*101830913A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 08/27/2001

REEL/FRAME: 012112/0459  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

SAFETY SYRINGE CORPORATION C/O  
SPECIALIZED HEALTH PRODUCTS  
INTERNATIONAL, INC.

DOC DATE: 06/27/2001

JUL 30 2002

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ASSIGNEE:

TYCO HEALTHCARE GROUP LP  
15 HAMPSHIRE STREET  
MANSFIELD, MASSACHUSETTS 02048

SERIAL NUMBER: 09892593  
PATENT NUMBER:

FILING DATE: 06/27/2001  
ISSUE DATE:

TONYA LEE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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To the Honorable Commissioner of Pat.

101830913

Docket No.: 20518/10

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office▼  
▼  
▼  
attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Safety Syringe Corporation  
c/o Specialized Health Products International, Inc.

18/27/01

## 2. Name and address of receiving party(ies):

Name: Tyco Healthcare GroupInternal Address: RECEIVED

AUG 27 2001

Street Address: 15 Hampshire StreetCity: Mansfield State: MA ZIP: 02048Additional name(s) & address(es) attached?  Yes  NoAdditional names(s) of conveying party(ies)  Yes  No

## 3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: June 27, 2001

## 4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

09/892,593

## B. Patent No.(s)

Additional numbers attached?  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark S. Leonardo, Esq.Internal Address: Brown Rudnick Freed & Gesmer6. Total number of applications and patents involved: 1Street Address: One Financial Center7. Total fee (37 CFR 3.41): ..... \$ 40.00City: Boston State: MA ZIP: 02111 Enclosed - Any excess or insufficiency should be credited or debited to deposit account Authorized to be charged to deposit account

## 8. Deposit account number:

50-0369

08/30/2001 08/30/01 0989218 09892593

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## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Mark S. Leonardo

Name of Person Signing

Signature

August 23, 2001

Total number of pages including cover sheet, attachments, and document:

4

Date

## PATENT APPLICATION ASSIGNMENT

PATENT APPLICATION ASSIGNMENT ("Assignment") effective the 27<sup>th</sup> day of June, 2001 by Safety Syringe Corporation, a corporation of the State of Utah and wholly owned subsidiary of Specialized Health Products International, Inc., having an office at 585 West 500 South; Bountiful, Utah 84010 ("SSC"), and Tyco Healthcare Group LP, a Delaware Partnership having an office at 15 Hampshire Street, Mansfield, Massachusetts 02048 ("Kendall").

### RECITALS

WHEREAS, SSC and Kendall are parties to a certain Development and License Agreement dated March 29, 2001, as amended, (the "Agreement"), under which SSC agrees to sell, and Kendall agrees to purchase, certain patents, technology and know-how owned by SSC in the design, development and manufacture of safety syringe and blood collection products as described in the Agreement (the "Inventions"); and

WHEREAS, included among the Inventions to be purchased by Kendall is the entire right, title and interest in and to a patent application entitled, SAFETY SHIELD FOR MEDICAL NEEDLES, (the "Application").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by SSC, SSC hereby agrees as follows:

1. Definitions. Terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Agreement.

2. Assignment.

(a) SSC hereby sells, assigns and transfers to Kendall, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all of the Inventions which are disclosed and claimed, and any and all of the Inventions which are disclosed but not claimed, in the Application, and in and to all United States and foreign patents issuing from the Application and all

divisional, continuing, substitute, renewal, reissue, and all other patents and applications for United States Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of the Inventions disclosed in the Application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on any such Inventions or improvements; and

(b) SSC authorizes and requests the Commissioner of Patents of the United States to issue to Kendall, its successors, assigns and legal representatives, in accordance with this Assignment, any and all United States Letters Patent on the Inventions or any of them disclosed in the Application; and

(c) SSC authorizes and agrees that Kendall may apply for and receive foreign Letters Patent or rights of any other kind for the Inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the Application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, at the expense of Kendall, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all such Inventions; execute all rightful oaths, agreements, powers of attorney and other papers; communicate to Kendall, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said Inventions and the history thereof; testify in all legal proceedings, and generally do everything possible which Kendall, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said Inventions and for vesting title to said Inventions and all applications for patents or

related foreign rights and all patents on such Inventions, in Kendall, its successors, assigns and legal representatives.

IN WITNESS WHEREOF, SSC has caused this Assignment to be executed as a sealed instrument as of the date below by its officer thereunto duly authorized.

SAFETY SYRINGE CORPORATION

By: Paul S. Evans  
Name: Paul S. Evans  
Title: Vice President  
Date: June 27, 2001